

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Caretaker Agreement with Joseph Sweeney, Lake Proctor Wilderness Area.

**DEPARTMENT:** Planning and Development **DIVISION:** Community Resources

**AUTHORIZED BY:** Don Fisher **CONTACT:** Jim Duby **EXT.** 7345

**Agenda Date** 12/09/03 **Regular** ☐ **Consent X** **Work Session** ☐ **Briefing** ☐  
**Public Hearing – 1:30** ☐ **Public Hearing – 7:00** ☐

**MOTION/RECOMMENDATION:** Request Board approval of Caretaker Agreement with Joseph Sweeney.

**(District 2: Morris)**

**BACKGROUND:**

The existing caretaker at the Lake Proctor Wilderness Area has given notice to leave the program in order to purchase a private residence.

Staff requests the Board approve the attached Caretaker Agreement with Joseph Sweeney, Sergeant with the Seminole County Sheriff's Department, to fill the vacancy at the Lake Proctor Wilderness Area.

Attachment: Copy of Agreement

Reviewed by: \_\_\_\_\_  
Co Atty: \_\_\_\_\_  
DFS: \_\_\_\_\_  
Other: CR  
DCM: SS  
CM: 746

File No. cpdc08

SEMINOLE COUNTY NATURAL LANDS PROGRAM  
CARETAKER-RESIDENT AGREEMENT  
COUNTY-SUPPLIED RESIDENCE

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and Joseph Sweeney, whose address at the time of signing this Agreement is 193 Sawyeewood Place Oviedo FL, hereinafter referred to as the "CARETAKER."

W I T N E S S E T H:

WHEREAS, vandalism, security and safety are major concerns at Seminole County natural lands areas; and

WHEREAS, the COUNTY has determined that a resident caretaker living on its natural lands properties is a deterrent to vandalism and related potential problems; and

WHEREAS, the CARETAKER is desirous of living in one of the residences on the COUNTY's property; and

WHEREAS, this Agreement will benefit the public and serve a governmental and public purpose.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein; and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually stipulated, understood,

agreed upon, and covenanted by and between the parties hereto as follows:

**Section 1. Grant of Use.** The COUNTY hereby agrees that the CARETAKER may reside in and utilize for residential purposes a residence owned by the COUNTY. The location of said residence shall be determined and assigned by the COUNTY subsequent to the execution of this Agreement and may be unilaterally changed by the COUNTY upon 30 days written notice provided to the CARETAKER.

**Section 2. Rent.** CARETAKER shall pay a rent to the COUNTY of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per month. Said payments shall be made on or before the first (1<sup>st</sup>) day of the month of CARETAKER's residence at the residence. Failure to provide a monthly rent payment by the fifth (5<sup>th</sup>) day of each month of residence shall subject CARETAKER to eviction from the residence and/or disinstatement as a caretaker of the residence. All rental payments shall be made payable to the Seminole County Board of County Commissioners.

**Section 3. Term.** This Agreement shall become effective upon full execution by the COUNTY and the CARETAKER and shall run for a period of one (1) year. The Agreement shall be renewed automatically thereafter for successive periods not to exceed one (1) year each, unless earlier terminated as provided herein.

#### Section 4. Utilities.

(a) The COUNTY shall be responsible for providing utility connections including electrical, water and septic that will exclusively accommodate the residence. The CARETAKER shall pay all charges related to the use of these utilities. In regard to the residence at the Geneva Wilderness Area residence, the COUNTY will pay all charges for electricity for the public well.

(b) The CARETAKER shall have a telephone installed within the residence. The deposit required, installation expenses and all telephone bills shall be the sole and exclusive responsibility of the CARETAKER. The CARETAKER shall make the telephone number available to the COUNTY.

(c) The COUNTY shall inspect and service the heating and cooling systems on the residence at least once per every three hundred sixty-five (365) days.

Section 5. Utility Lines. The COUNTY shall provide for the maintenance and repair of utility lines up to the point of connection to the residence.

Section 6. Other Improvements. The CARETAKER shall not erect fences, install any out buildings or construct any permanent improvements on the residence or County-owned property, except as may be agreed to in advance in writing by the COUNTY.

#### Section 7. Residence Maintenance/Inspection.

(a) The CARETAKER shall be responsible for maintaining the residence, together with any improvements thereon, in good repair and in a clean, presentable, orderly and sanitary condition at all times and shall abide by all applicable laws, codes, ordinances and rules.

(b) The CARETAKER shall allow the COUNTY full and free access to and into the residence for inspection purposes.

(c) A COUNTY agent shall inspect the residence at least once every six (6) months.

(d) The CARETAKER shall make no alteration to the COUNTY-owned property, including vegetative materials, without the express written permission of the COUNTY. The CARETAKER shall provide his own maintenance equipment.

(e) The CARETAKER shall pay the COUNTY for any damage to the residence considered above normal wear and tear or which is caused by the CARETAKER's negligence.

#### Section 8. Uses.

(a) The CARETAKER shall not operate or maintain on the residence any business or commercial venture and shall only use the residence as a single-family home.

(b) Except as upon paved roads and driveways, the CARETAKER shall only operate motorized vehicles on the COUNTY-owned property for the purpose of performing security inspections on

the surrounding property. No family, friends, or other guests may operate motorized vehicles on the surrounding property.

**Section 9. Family and Guests.** The **CARETAKER** shall supervise the residence and shall immediately report by telephone any trespassers to the proper law enforcement agency and to the **COUNTY**. The **CARETAKER** shall be responsible for the acts and omissions of himself, family members and guests. The **CARETAKER** shall conduct himself, and shall require that his family, and others visiting the residence with his consent, conduct themselves, in a manner that does not disturb surrounding residents, does not disturb or interrupt any **COUNTY** function or activity relative to the residence, and does not in any way constitute a breach of the peace. The **CARETAKER** shall inform the **COUNTY** of normal hours of occupancy of the residence and of any expected absence that deviates significantly from the normal routine.

**Section 10. Duties.**

(a) Assist the **COUNTY** with protection of the residence and the associated **COUNTY**-owned property as described in attached Exhibit A (hereinafter referred to as the "Associated Property.") Specifically, the **CARETAKER** shall provide minimal maintenance and related services with regard to the residence by:

(1) Locking/unlocking gates, buildings and facilities at times prescribed by the **COUNTY**.

(2) Acting as a deterrence to vandalism by visible presence.

(3) Fully reporting any vandalism, equipment damage or unusual incidents to the COUNTY by providing all appropriate information.

(4) Informing users of the Associated Property when and if they are in violation of user policies (e.g.: fires, firearms, littering, etc.).

(5) Performing regular light clean up of buildings, restrooms and grounds including, but not limited to, mowing of the area immediately around the residence.

(6) Calling for or summoning ambulance, police or fire services in the event of emergency situations.

(7) Accomplishing a thorough inspection of the residence and Associated Property no less than once per week every week to identify and report any discrepancies in the residence or on the Associated Property or concerns relative to the conditions and use of the residence and Associated property.

(8) Checking with authorized overnight users no less than once per night to answer questions and/or ensure proper use of facilities.

(9) Furnishing information or reports regarding the residence and Associated Property to the COUNTY on forms provided by the COUNTY.

(10) Maintaining an accurate account of time spent providing caretaker responsibilities on forms provided by the COUNTY.

(b) The CARETAKER has no law enforcement powers and shall not have the power of detention with regard to trespassers. Any authority to arrest or detain shall only be exercised by duly appointed and sworn officers as provided by Florida Statutes.

(c) The CARETAKER, in the performance of services and functions pursuant to this Agreement, shall have no claim to a pension, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation or law or by the COUNTY.

(d) No claim for services furnished by the CARETAKER not specifically provided for herein shall be honored by the COUNTY.

(e) The CARETAKER, in the performance of services and functions pursuant to this Agreement, agrees to abide by Chapter 112, Part III, Florida Statutes, "Code of Ethics For Public Officers and Employees," and additionally agrees that he or she will not cause, or attempt to cause, an officer or an employee of Seminole County to violate this Part of the Florida Statutes.

**Section 11. Termination.** It is agreed and understood by the parties hereto that this Agreement is entered into for the express purpose of protecting and stewarding the residence and Associated Property and that this Agreement may be terminated by



either party upon delivering written notice of said termination to the other party. Except as provided herein, termination shall not be effective until thirty (30) days after the delivery of said notice to the other party. The **COUNTY**, acting through its County Manager or Deputy County Manager, without any action being required by the Board of County Commissioners of Seminole County, Florida, shall have the power to terminate this Agreement in the event that he or she determines in his or her sole discretion that this Agreement is no longer in the best interest of the **COUNTY**. The **COUNTY**, acting through its County Manager or Deputy County Manager may terminate this Agreement immediately and without the requisite thirty (30) days of notice in the event that he or she determines in his or her sole discretion, after reasonable inquiry of the facts, circumstances and allegations, that the **CARETAKER** has violated any provision of Federal, State or local law. In the event that it is later determined that the violation asserted did not occur, this Agreement shall be deemed to have been terminated for convenience by the **COUNTY** and shall not create any cause of action or liability for damages against the **COUNTY**.

#### **Section 12. Insurance and Indemnification.**

(a) The **CARETAKER** shall maintain insurance protection against claims of third persons and their property arising through or out of the use and occupancy of the residence and Associated Property. The **COUNTY** may maintain its own protection

against such claims arising out of its ownership of the residence and Associated Property.

(b) The **CARETAKER** hereby agrees to hold the **COUNTY** harmless from and indemnify the **COUNTY** against any and all liability for any and all actions, costs, expenses liabilities, claims, losses, damages or injuries incurred by or due to the acts or omissions of the **CARETAKER**, anyone from **CARETAKER's** family, and the **CARETAKER's** guests while at the residence or on the Associated Property.

(c) The **CARETAKER** may maintain certain domesticated animals at the residence and Associated Property only if approved in writing by the **COUNTY**. The **CARETAKER** agrees to the following requirements in order to keep any animal at the residence or on the Associated Property.

(1) The **CARETAKER** shall have full responsibility to maintain licenses or tags or other registration requirements relating to any such animal kept at the residence or on the Associated Property.

(2) The **CARETAKER** shall have and retain any and all risk and liability resulting from maintenance of such animal at the residence or on the Associated Property.

(3) The **CARETAKER** agrees to hold harmless, indemnify and defend the **COUNTY** from and against any actions, costs, expenses, liabilities, claims, losses, damages or injuries arising at any time from the keeping or owning any such animal

at the residence or on the Associated Property. The CARETAKER agrees to maintain insurance which will protect the COUNTY from all liability stemming from existence of such animal at the residence or on the Associated Property.

(4) The CARETAKER shall comply with all applicable animal control ordinances, codes or laws and shall keep any such animal under constant supervision, either penned, chained or inside the residence at all times.

(5) The CARETAKER agrees to ensure that no visitors, guests, or users of the residence or Associated Property are exposed to, have access to, or are harmed by any such animal.

### Section 13. Notices.

(a) Any notice required or desired of either party hereunder to be given to the other including rental payments shall be delivered to the following parties and addresses, unless otherwise designated in writing subsequent hereto:

**THE CARETAKER**

Joseph S. Sweeney  
920 SR 46  
GENEVA FLORIDA 32732

**THE COUNTY:**

Jim Duby, Principal Coordinator  
Planning and Development Department  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

(b) All notices shall be in writing and delivered by hand delivery or certified mail, return receipt requested, unless waived, in writing.

(c) Notices shall not be effective until actually received by the receiving party as evidenced by dispositive proof.

**Section 14. Assignments.** Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

**Section 15. Conflict of Interest.** The parties hereto agree that they shall not engage in any act that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government or cause the officers, agents, officials or employees of the other party to violate said provisions.

**Section 16. Entire Agreement.**

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day, month and year above written.

WITNESSES:

[Signature]

Michael Ray  
Print Name

[Signature]

Jim Daby  
Print Name

CARETAKER:

By: [Signature]  
Date: 11/12/03

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me on this 12th day of November, 2003, by [Signature] who is personally known to me or who has produced State ID as identification.



Dixie Lee Haller  
My Commission DD141148  
Expires August 30, 2006

[Signature]  
Print Name Dixie Lee Haller  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency.

As authorized for execution by  
the Board of County Commis-  
sioners at their regular  
Meeting of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
County Attorney